TUMKUR DISTRICT.

Notification, dated 21st August 1925.

It is hereby notified for general information that the exclusive right of collecting Tupre leaves on all Government unoccupied lands, Amrut Mahal kavals, State Forests, Reserved lands and Plantations up to end of June 1926 will be sold talukwar, at the Range Headquarters by the Range Officers on the dates noted against them :—

Taluk	Date of sale	Designation of the Officer conducting the sale	Remarks
1. Tumkur ...	7th Sept. 1925	Forest Range Officer, Tumkur.	(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.
2. Gubbi ...			
3. Sira ...	9th do ...	Do Bukkapatna.	
4. Maddagiri ...	11th do ...	Do Maddagiri.	(*b*) Excludes the produce of inam, jodi, kayamgutta, sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.
5. Pavagada ...			
6. Koratagere Sub-Taluk ...			
7. Tiptur ...	14th do ...	Do Chiknayakanhalli.	
8. Chiknayakanhalli ...			
9. Turvekere Sub-Taluk ...			
10. Kunigal ...	16th do ...	Do Kunigal	

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 20 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed off to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into any Government Treasury the entire sale amount, including the deposit already made, together with Local Cess at one anna per rupee, Education Cess at six pies per rupee and Railway Cess at three pies in the rupee. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring or any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officer before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or District Forest Officer or by any other officer deputed by either of them.

The lessee shall be considered a wholesale dealer for the collection and export of leaves and shall not interfere with licenses issued by the department for small quantities of leaves to *bona fide* local bidi manufacturers. *Vide* G. O. No. I. C. 1059-68—Ft. 26-23-6, dated 31st August 1923.

(*f*) The lessee, his agents or servants, shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the close of the official year.

(*h*) Neither the lessee nor his servants, shall enter the State Forests either before sunrise or after sunset.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

B. NARASIMHAIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER.

Notification, dated 26th August 1925.

The timber of the defaulters in the years 1919-20, 1920-21, 1921-22 and 1923-24, will be resold by public auction under the following conditions at the Shimoga Depot and Sawmill Depot by the District Forest Officer, Shimoga Division, on 8th and 9th October 1925 between 8 A.M. to 11 A.M and 2 P.M. to 5 P.M.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the Officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the Officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the Officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the Officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.